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January 18, 2018

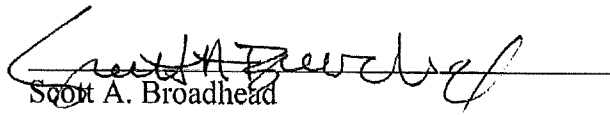
Utility Cost Management Consultants
1407 South 600 West, Suite D
Woods Cross, UT 84010

RE: Contract with Tooele County dated March 8, 2005

To whom it may concern:

On behalf of the Tooele County, I am providing notice that the contract between Utility Cost Management Consultants and Tooele County is terminated effective March 8, 2018. This notice is being provided pursuant to section 4 of the enclosed agreement.

Sincerely,


Scott A. Broadhead
Tooele County Attorney

Enclosure

TOOELE COUNTY CORPORATION
CONTRACT # 05-03-02

UTILITY COST MANAGEMENT CONSULTANTS

A Division of SUDECO USA, Inc.
Specializing in the Control of Utility Costs
AGREEMENT

Client: Tooele County
Address: 47 South Main
City: Tooele

Telephone: (435) 843-3130
Contact: Mike Jensen
State & Zip: Utah, 84074

1. The undersigned (CLIENT) authorizes Utility Cost Management Consultants (UCMC) to audit the following utility accounts and to recover and correct for the future, all overcharges caused by errors, misclassifications or other factors, if possible. This agreement covers all CLIENT locations.

Telephone No Electric X Water/Sewer X Gas X

2. UCMC will also review the utilities indicated above to identify opportunities to reduce costs. All recommendations shall be made in writing and are subject to CLIENT's approval. Any recommendations implemented by CLIENT shall be deemed approved.
3. There are no up-front costs or service fees. Payment to UCMC shall be as follows:
 - a. CLIENT shall pay UCMC 50 percent of all refunds or credit adjustments to their utility accounts recommended in writing or secured by UCMC.
 - b. CLIENT shall pay UCMC 50 percent of all savings which result from UCMC's recommendations which CLIENT chooses to enact. CLIENT will also pay UCMC 50 percent of future savings that result from correction of errors. Payment shall be monthly for a period of five years from the date savings first appears on CLIENT's billing. Payment will be net ten with interest after 30 days.
 - c. CLIENT agrees to pay UCMC after the refund, credit or savings is received or reflected in the CLIENT's bill and upon receipt of an invoice from UCMC. In the event of default, court costs, attorney fees and collection costs will be charged. If CLIENT's bills are needed by UCMC for billing purposes, CLIENT will send copies to UCMC within ten business days of receipt or, at its option, UCMC may obtain them from the Utility.
4. This agreement allows UCMC to audit bills for overcharges and to identify opportunities to reduce costs for a period of five years. This agreement shall continue to renew for consecutive two-year periods unless canceled in writing prior to the renewal date. This agreement is binding on successors or assignees.
5. UCMC agrees to make all written recommendations on the initial bill audit to CLIENT within six months of the date the CLIENT either a. Provides the past bill copies to UCMC for the audit review or b. The date of this agreement. The six-month mark is whichever occurs later of section a or b. If no recommendations are made after the aforementioned six months, CLIENT may cancel this agreement upon 30 days written notice to UCMC. However, if UCMC makes recommendations to CLIENT within the six month deadline described above, the agreement term shall survive any termination of the sections above. This agreement is the complete agreement.

Agreed and accepted this 8th day of March, 2005.

CLIENT
By: *Dennis Rockwell*
Printed Name: Dennis Rockwell
Title: Chairman, Tooele County Commission

UCMC
By: *Marc King*
Printed Name: Marc King
Title: Director of Sales & Marketing

ATTEST:
Marilyn K. Gillette
Dennis Ewing, Tooele County Clerk

